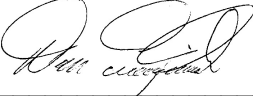




PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5, Canada

**Item No. 10.1.1**  
**Halifax Regional Council**  
**September 22, 2009**

**TO:** Mayor Kelly and Members of Halifax Regional Council

**SUBMITTED BY:**   
\_\_\_\_\_  
Dan English, Chief Administrative Officer

  
\_\_\_\_\_  
Wayne Anstey, Deputy Chief Administrative Officer - Operations

**DATE:** September 11, 2009

**SUBJECT:** **Award - Tender No. 09-169- Halifax Urban Greenway [HUGA] Trail-  
Phase I-Beaufort Avenue**

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**ORIGIN**

The Canada-Nova Scotia Municipal Rural Infrastructure Fund Project # 05-06-0185 -Halifax Urban Greenway-Phase I, see attached project description.

**RECOMMENDATION**

It is recommended that Halifax Regional Council award Tender No. 09-169-Halifax Urban Greenway [HUGA] Trail-Phase I- Beaufort Avenue to Ocean Contractors Limited for a Total Tender Price of \$ 636,231.08 (net HST included) with funding from Capital Account # CDG00984 as outlined in the Budget Implications section of this report.

## **BACKGROUND**

On November 24, 2005, the Government of Canada and the Province of Nova Scotia announced a \$111-million investment in municipal and rural community infrastructure through the Canada-Nova Scotia Municipal Rural Infrastructure Fund (MRIF). On April 2, 2007, it was announced in Dartmouth by the Honourable Peter MacKay, Minister of Foreign Affairs and Minister of the Atlantic Canada Opportunities Agency and Jamie Muir, Minister of Service Nova Scotia and Municipal Relations that the MRIF Agreement would contribute 5.444 million towards 6 HRM projects. The Halifax Urban Greenway - Phase 1 was one of the six projects.

In the April 2, 2007 press release, Mayor Kelly noted that “Recreation centres and trails help create vital communities by encouraging healthy lifestyles and community engagement”. At the HRM Council meeting of November 18, 2008, it was recommended “that Halifax Regional Council support the construction of the Beaufort Street Phase I, Active Transportation Trail as designed by HRM Staff and described within.”

“It was moved by Councillor Uteck, seconded by Councillor Blumenthal that Halifax Regional Council support the construction of the Beaufort Street, Phase 1, Active Transportation Trail as designed by HRM staff and described in the October 23, 2008 staff report. The trail will implement the HRM Active Transportation Master Plan Facility and Planning Guidelines and staff recommendations regarding width and surface finish. Motion Carried”. In addition, this project supports the Council focus areas on improving and maintaining HRM transportation and infrastructure.

## **DISCUSSION**

Tenders were called on August 5, 2009 and closed on September 10, 2009. A site tour for general contractors was held on August 17, 2009. Bids were received from the following companies:

<b>Name of Company</b>	<b>Bid Price (net HST included)</b>
Ocean Contractors Limited	\$ 636,231.08*
Dexter Construction Limited	\$ 727,633.36
Silco Contracting Limited	\$ 987,488.38

\*recommended bidder

The tender requested bids on two trail options between Regina Terrace and Inglis Street. One is on HRM road ROW and one is on CN land. Negotiations are on-going with CN regarding land purchase, therefore the unit construction cost of the portion on CN land has been removed, a value of \$104,268.84 [net HST included]. This reduces the tender award price to \$636,231.08 [net HST included]. All other tender prices have been reduced accordingly for comparison purposes.

The scope of work for this tender consists of construction of an Active Transportation Trail from the corner of Beaufort Avenue/ Roxton Road to the corner of Beaufort Avenue/South Street. The AT Trail will be within the HRM road Right of Way.

It is anticipated that the work will commence in late September, 2009.

**BUDGET IMPLICATIONS**

Based on the lowest tendered price of \$636,238.08 [net HST included], funding is available in the Approved 07-08 Capital Budget from Capital Account # CDG00984–Regional Trails–Active Transportation–MRIF. The budget availability has been confirmed by Financial Services.

Budget Summary:	Capital Account No. CDG00984	
	Cumulative Unspent Budget	\$ 902,550
	Less: Tender No. 09-169	<u>\$ 636,231</u>
	Balance	\$ 266,319**

The project was estimated at \$1,091,000.

\*\*The balance of funds will be used for HUGA Project Engineering Design and Oversight plus the Dartmouth Harbourfront Trail MRIF Project

**FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN**

This report complies with the Municipality’s Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

**ALTERNATIVES**

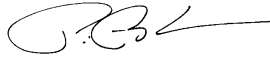
The Canada - Nova Scotia Municipal Rural Infrastructure Fund contribution, not to exceed \$600,000.00 for this MRIF project or two-thirds of the actual eligible costs incurred, expires on March 31, 2010. Not proceeding with a contract award and construction in 2009-2010 would lose the MRIF contribution and require an equivalent amount of additional HRM funding in 2010-2011.

**ATTACHMENTS**

Canada-Nova Scotia Infrastructure Secretariat Project # 05-06-0185 Agreement- Halifax Urban Greenway–Phase 1.

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Don Ambler, Trail Specialist, Real Property Planning 490-7359



Report Approved by: \_\_\_\_\_  
Peter Bigelow, Manager, Real Property Planning, 490-6047



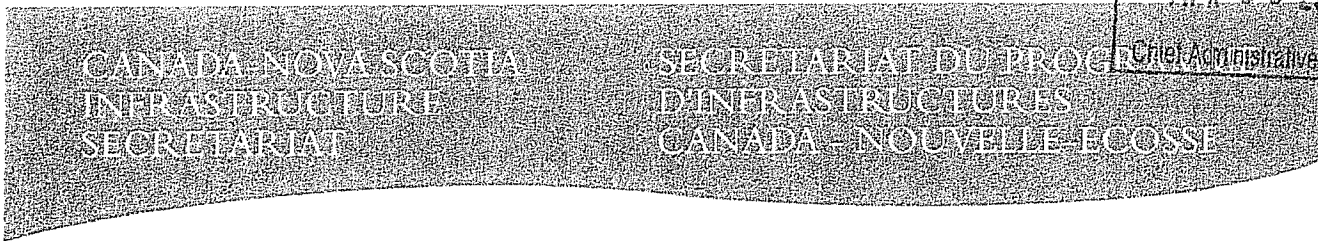
Financial Approval by: \_\_\_\_\_  
Anne Feist, Operations Manager, Procurement 490-4200



Report Approved by: \_\_\_\_\_  
Phillip Townsend, Director, Infrastructure & Asset Management 490-7166

Halifax Regional Municipality  
APR 30 2007  
Chief Administrative Office

151



APR 26 2007

Mr. Dan English  
Chief Administrative Officer  
Halifax Regional Municipality  
PO Box 1749  
Halifax NS, B3J 3A5

Dear Mr. English:

RE: **Canada/Nova Scotia Municipal Rural Infrastructure Fund**  
Halifax Regional Municipality  
Halifax Urban Greenway – Phase 1  
Project Number: 05-06-0185

Pursuant to your application dated September 28, 2006, under the Canada-Nova Scotia Municipal Rural Infrastructure Fund (Program), the Government of Canada, as represented by the Minister of the Atlantic Canada Opportunities Agency (ACOA) and the Government of the Province of Nova Scotia, as represented by the Minister of Service Nova Scotia and Municipal Relations, hereby offer to make a contribution to the Halifax Regional Municipality (“the applicant”) based upon the following terms and conditions:

Contributions from this Program to the Project are jointly funded by Canada and Nova Scotia, who will make a contribution to the Project in an amount not to exceed the lesser of \$600,000 or two - thirds of the actual eligible costs incurred. A summary of the eligible project costs, level of assistance and approved contribution is as follows:

Total Project Costs	<u>\$1,091,423</u>
Shareable Project Costs (see attached Schedule A for details)	<u>\$900,000</u>
Contribution ratio	<u>2/3</u>
<b><u>TOTAL APPROVED PROJECT CONTRIBUTION:</u></b>	<b><u>\$600,000</u></b>

Supporting healthy, vibrant, sustainable communities.

En appui aux collectivités saines, vivantes et durables.



PO Box 216  
Halifax, Nova Scotia  
B3J 2M4

C.P. Box 216  
Halifax, Nouvelle-Écosse  
B3J 2M4

NOVA SCOTIA  
NOUVELLE-ÉCOSSE

Tel: 902.424.4141 Fax/Télé: 902. 424.0821 Web: www.MRIF.ns.ca

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Made & 96  
11/19/07

This offer is valid for 25 working days from the date of this letter and may be accepted by signing the attached Offer/Agreement and returning it. This will then constitute an Agreement. If this offer is not accepted and received by the Canada/Nova Scotia Infrastructure Secretariat within this time frame, the offer may become null and void at the discretion of the undersigned. An executed copy should be returned to the Infrastructure Secretariat office at the address provided in Section 7.1 of the Agreement.

Please note that it is the general policy of the Canada-Nova Scotia Municipal Rural Infrastructure Fund that cost overruns are the sole responsibility of the Applicant. Decisions by the Program's Management Committee to the contrary are made on an exception basis only. This requires that the Canada/Nova Scotia Infrastructure Secretariat's designate as identified in sub-section 7.1 be advised in writing and that a formal decision be taken by the Management Committee prior to the Applicant making any commitment to increased project costs for which a contribution would be sought through the Canada-Nova Scotia Municipal Rural Infrastructure Fund.

Information concerning administration of this project, including financial claims forms, signage specifications and communications items can be found on the Program's web-site at [www.mrif.ns.ca](http://www.mrif.ns.ca). Please insure that a copy of this Offer/Agreement and related information is provided to all project personnel.

**Please note Section 5 of this Offer/Agreement where prior approval by the Canada/Nova Scotia Infrastructure Secretariat is required for any public events to be held in conjunction with this Project. This is to provide an opportunity for all Project partners to schedule their participation.**


Should you have any questions regarding this offer, please contact Aileen Waller-Hebb, Provincial Program Manager, Canada/Nova Scotia Infrastructure Secretariat, at 902-424-7414 or David Hovey, Federal Program Manager, at 902-426-6740.

Sincerely,



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Deborah Windsor  
A/Federal Co-Chair  
Management Committee  
Canada-Nova Scotia Municipal Rural  
Infrastructure Fund



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Greg Keefe  
Provincial Co-Chair  
Management Committee  
Canada-Nova Scotia Municipal Rural  
Infrastructure Fund

**Canada-Nova Scotia Municipal Rural Infrastructure Fund Offer/Agreement**  
**Project name: Halifax Urban Greenway – Phase 1**  
**Project Number: 05-06-0185**

**WHEREAS the Applicant applied for funding under the Canada-Nova Scotia Municipal Rural Infrastructure Fund (the “Program”);**

**NOW THEREFORE Her Majesty the Queen in Right of Canada (“Canada”), as represented by the Minister of the Atlantic Canada Opportunities Agency and Her Majesty the Queen in Right of Nova Scotia (“Nova Scotia”), as represented by the Minister of Service Nova Scotia and Municipal Relations “the Minister” hereby offer to make a contribution to the Halifax Regional Municipality subject to the following terms and conditions:**

**1     The Project**

- 1.1**   This Offer/Agreement and Schedules “A” Statement of Work, “B” Statement of Financial Contribution, “C” Audit Requirements and, where applicable, “D” Environmental Requirements constitute the complete terms and conditions of this Offer and once signed by the Applicant, constitutes the Agreement.
- 1.2**   The Halifax Regional Municipality (“the Applicant”) shall carry out and complete the Project as described in Schedule “A” and in accordance with the work schedules contained therein.
- 1.3**   The Applicant shall not commence the Project prior to November 24<sup>th</sup>, 2005. Canada and Nova Scotia shall not contribute to any construction or capital cost incurred by the Applicant prior to the date of approval; however, contributions may be made for eligible preliminary engineering and/or design work subsequent to November 24<sup>th</sup>, 2005. Projects where construction works have started, prior to approval by Ministers, will not be eligible for funding.
- 1.4**   The Applicant shall proceed diligently and shall use qualified personnel in undertaking the Project described in Schedule “A.”
- 1.5**   The Applicant shall carry out the Project in Halifax, Nova Scotia.
- 1.6**   The Applicant shall not alter the scope of the Project without the prior written consent of Canada and Nova Scotia.
- 1.7**   The Applicant shall obtain the prior written consent of Canada and Nova Scotia to make any material change in the ownership, management, financing, location, size of facilities, timing, federal, provincial or municipal assistance, with respect to the Project during the term of this Agreement.

## **2 The Contribution**

- 2.1 Subject to all other provisions of the Offer/Agreement, Canada and Nova Scotia will make a Contribution (“the Contribution”) to the Applicant in the amount of the lesser of the approved contribution \$600,000 (as defined in Schedule “B”) or two - thirds of the actual eligible costs incurred. Eligible costs are the costs necessary to carry out the Project in accordance with Schedule “B.”
- 2.2 The Contribution shall be paid based on claims submitted for those eligible costs incurred and paid by the applicant for work completed on the Project. Information on eligible costs may be found at [www.mrif.ns.ca/English/test\\_1.htm#EligibleCost](http://www.mrif.ns.ca/English/test_1.htm#EligibleCost), subject to Section A.1.2 (b) of the Canada/Nova Scotia Agreement.
- 2.3 Progress payments will not exceed 90% of the Contribution. All projects are subject to a financial holdback of 10% until the Project is completed to the satisfaction of Canada and Nova Scotia.
- 2.4 The total funding from all federal sources will not exceed (50%) of the total Eligible costs of the project. The Applicant shall promptly inform Canada and Nova Scotia of any financial assistance from other federal, provincial or municipal sources, which has been received or is to be received. Canada and Nova Scotia shall have the right to adjust the amount of their assistance to take into account the amount of any further assistance received in respect of the Project and may require repayment from the Applicant.
- 2.5 Eligible costs of the project and contributions from Canada and Nova Scotia shall not exceed the forecast cash flow targets for the fiscal years 2006-2010, unless otherwise agreed in writing by Canada and Nova Scotia.
- 2.6 The Contribution is contingent upon the Applicant securing funding for the balance of the total Project costs in an amount and form satisfactory to Canada and Nova Scotia.
- 2.7 Canada and Nova Scotia shall not contribute to any cost that is not a reasonable and proper direct cost of the Project, nor to any cost which is not substantiated by satisfactory supporting documentation.
- 2.8 Canada and Nova Scotia reserve the right to cancel or reduce the Contribution in the event that departmental funding levels are changed by Parliament or the Legislature.

## **3 Payment**

- 3.1 Subject to Section 2, after eligible project costs have been incurred and paid by the applicant, payments from the Program, if any, will be disbursed upon satisfactory receipt of a completed Interim Claim Form by the contact for the Canada/Nova Scotia Infrastructure Secretariat designated in subsection 7.1. The Interim Claim must be



accompanied by a Claim Details Form, including cheque date and number, supplier name and invoice number, particulars and cheque amount. The Final Statement of Claim shall be accompanied by a Project Audit Certificate addressed to the Canada/Nova Scotia Infrastructure Secretariat as described in Schedule "C."

- 3.2 Where reasonable, claims should be received as soon as possible after March 31<sup>st</sup> of the fiscal year in which the Eligible cost is incurred. At the latest, Claims must be received by March 31 of the year following the fiscal year in which the Eligible Cost is incurred and, in all circumstances, no later than March 31, 2011.
- 3.3 Canada and Nova Scotia shall not be liable to make any payments and are relieved of making any payment in regard to any claim received for work completed after March 31, 2010, unless otherwise agreed to in writing.
- 3.4 The Applicant agrees to follow Generally Accepted Accounting Principles (GAAP), in accordance with the generally accepted accounting principles (GAPP) in effect in Canada and Nova Scotia, for the purpose of financial reporting on this project and to provide accurate and timely progress reports on a quarterly basis or as otherwise requested by the Canada/Nova Scotia Infrastructure Secretariat.

#### **4 Other Conditions**

- 4.1 The Applicant agrees that an appropriate tendering process will be followed in all circumstances where more than one supplier of goods and services is believed to be available. The Applicant shall ensure that all tendering practices and transactions represent fair market value and are transparent, open, competitive, accountable, and meet the intent of the Province of Nova Scotia's Procurement Policy. Where a tender is awarded to other than the lowest bidder, the Applicant shall provide a report including complete accounting, rationale, and resolution by the Applicant's council or board. Any untendered costs may be deemed ineligible for cost-sharing unless approved in writing by the Canada/Nova Scotia Infrastructure Secretariat prior to the cost being incurred.
- 4.2 The Applicant agrees that officials or appointees of Canada and Nova Scotia may inspect the premises, plant, products, equipment or other assets for which financial assistance has been provided and may examine their accounting records, books or files and/or computer readable data. The Applicant shall permit any authorized representative of Canada and Nova Scotia reasonable access to the Applicant's premises to inspect and assess the progress of the Project.
- 4.3 The Applicant shall provide advance notice to the Canada/Nova Scotia Infrastructure Secretariat of all project-related meetings and shall maintain minutes of all project-related meetings and provide copies to the Secretariat in a timely manner. Upon request by Canada and Nova Scotia, the Applicant shall provide promptly such information as the Applicant is reasonably able to provide in elaboration of any report required under this Agreement.

- 4.4 The Applicant shall preserve and keep available for audit the books, accounts and records of the costs of the Project for thirty-six (36) months after the terms of the Agreement have been met and supply such data as may be required by Canada and Nova Scotia.
- 4.5 The Applicant must disclose to the undersigned any sub-contract to the Project carried out by a non-arm's length party when the cost of that sub-contract exceeds 10% of the total eligible project costs.
- 4.6 The Applicant may, where it can be demonstrated to be cost effective, use internal resources (equipment and personnel) to complete the work, providing these costs are incremental to the Applicant's normal operations and are eligible, and complete accounting records are provided with Claims for such cost.
- 4.7 The Applicant shall ensure that all regulatory, licensing and permit requirements of all applicable government agencies are satisfied in the conduct and completion of the Project, including all applicable labour, environmental and human rights legislation and shall provide documentation to this effect on request.
- 4.8 The Applicant shall maintain adequate all-risk insurance coverage on all buildings, structures, machinery and equipment and public liability insurance of not less than two million dollars (\$2,000,000) during the term of construction and not less than eighteen (18) months thereafter. Upon request by the Canada/Nova Scotia Infrastructure Secretariat, the Applicant shall provide proof of such insurance.
- 4.9 The Applicant shall comply with environmental protection measures in relation to the Project that satisfy the requirements of all regulatory bodies of appropriate jurisdiction, including but not limited to the provisions of Schedule "D" Environmental Requirements to this agreement.
- 4.10 The Applicant shall ensure that it possesses or will acquire project management capabilities to properly execute the Project in accordance with generally accepted project management practices. Applicants that propose to self-manage and/or act as general contractor for projects, or use practices which are not generally accepted, must obtain the acceptance of the Canada/Nova Scotia Infrastructure Secretariat as identified in sub-section 7.1.
- 4.11 For water utility related projects, the Applicant shall obtain approval from the Nova Scotia Utility and Review Board under Section 35 of Chapter 380 of the Revised Statutes of Nova Scotia, 198, as amended, the "Public Utilities Act."
- 4.12 Ownership of Project Asset

- a) Unless otherwise agreed to by the Parties, the Recipient will retain title to, and ownership of, the Infrastructure resulting from the Project for at least ten (10) years after Project completion;
- i) In the event that, at any time within ten (10) years from the date of completion of the Project, the Recipient sells, leases, encumbers or otherwise disposes of, directly or indirectly, any asset constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms of this Agreement, other than to Canada, Nova Scotia, a Local Government, or a Crown corporation of Nova Scotia that is the latter's agent for the purpose of implementing this Agreement, the Recipient hereby undertakes to repay Canada, on demand, a proportionate amount of the funds contributed by Canada, as follows:

Where Project asset is sold, leased, encumbered or disposed of:	Repayment of contribution (in current dollars)
Within 2 Years after Project completion	100%
Between 2 and 5 Years after Project completion	55%
Between 5 and 10 Years after Project completion	10%

- b) At any time during the ten (10) years following the date of completion of the Project, each Party agrees to notify the other Party in writing immediately upon receiving information or becoming aware of any transaction triggering the above-mentioned repayment of which the Party become aware.
- c) At any time during the ten (10) years following the date of completion of the Project, each Party agrees to notify the other Party in writing immediately upon receiving information or becoming aware of any transaction triggering the above-mentioned repayment of which the Party become aware.

**4.13** All contracts entered into by any Applicant with a Third Party for the implementation of a Project shall include the following provisions:

- a) Proper and accurate accounts and records shall be maintained with respect to the Project;
- b) Canada and Nova Scotia, or their designates, shall be permitted, at all reasonable times, to inspect the terms of the contract and any records and accounts respecting the Project;
- c) All applicable labour, environmental and human rights legislation shall be complied with; and
- d) The Third Party shall be solely responsible for and shall save harmless and indemnify Canada, Nova Scotia and their Ministers, officers, employees and agents from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from (i) the Project; (ii) the performance of the

contract or the breach of any term or condition of the contract by the Third Party or its officers, employees or agents; (iii) the on-going operation, maintenance and repair of the Project, and/or (iv) any omission or any willful or negligent act of the Third Party or its officers, employees or agents.

## **5 Communications Requirements**

- 5.1** The applicant agrees to hold acceptance of this offer as confidential until such time as a joint public announcement is conducted as provided for under Section 5.02. The Applicant shall obtain the approval of the Canada/Nova Scotia Infrastructure Secretariat before preparing any announcements, brochures, advertisements or other materials that will display the Infrastructure Program logo or otherwise make reference to the Program. No announcements are to be made by the applicant without the prior approval of the Secretariat.
- 5.2** The Applicant consents to joint public announcements of the project, by or on behalf of the Secretariat. The Canada/Nova Scotia Infrastructure Secretariat shall consult with the Applicant regarding the date on which the announcement is to be made and the Applicant shall keep this offer confidential until such date. After official joint announcement of this Project by the Government of Canada, the Province of Nova Scotia, and the Applicant, through the Infrastructure Secretariat, or sixty (60) days after the Applicant's acceptance of this offer, whichever is earlier, information on the project will be considered to be in the public domain.
- 5.3** The Applicant will notify the Canada/Nova Scotia Infrastructure Secretariat at least twenty-one (21) days in advance of any special event (official opening, ribbon cutting, sod turning, etc.), the Applicant wishes to organize in connection with the project. Such events will **not be held by applicants prior to the approval of the Canada/Nova Scotia Infrastructure Secretariat.**
- 5.4** All joint news releases must be issued in English and French. In addition to news releases, materials that must be in both official languages include all Program collateral materials (e.g., tender advertisements, posters, brochures, banners, displays, kit folders, website, newsletters, reports, etc.) and advertising containing information of interest to the general public. The Government of Canada through the Canada/Nova Scotia Infrastructure Secretariat will assume responsibility for these translations and their costs. Placement and production costs of advertisements for the tendering process in the French and English language media will be considered eligible costs of the project and the responsibility of the Applicant. Tender advertisements and site signage are to be consistent with the Tender Ad and site sign templates provided by the Canada/Nova Scotia Infrastructure Secretariat.
- 5.5** The Applicant will acknowledge that the project was assisted by the Canada-Nova Scotia Municipal Rural Infrastructure Fund in all of its news releases, presentations, advertising, websites and publications (including annual reports).

5.6 Acknowledgement within these materials, with the exception of news releases and annual reports, is to be in the form of the Municipal Rural Infrastructure Fund logo displayed prominently and in its entirety (guidelines for use will be provided). As appropriate, acknowledgement is also to be included in the form of text referencing funding through the Program and noting the Atlantic Canada Opportunities Agency and Service Nova Scotia and Municipal Relations as managers of the Program.

5.7 In news releases and annual reports, acknowledgement is to be in the form of text referencing funding through the Fund and noting the Atlantic Canada Opportunities Agency and Service Nova Scotia and Municipal Relations as managers of the Fund . Suggested wording for acknowledgement is as follows:

“The project has received funding through the Canada-Nova Scotia Municipal Rural Infrastructure Fund, which is managed by the Atlantic Canada Opportunities Agency (or, where applicable, Enterprise Cape Breton Corporation in Cape Breton) and Service Nova Scotia and Municipal Relations.”

5.8 The Applicant consents to the placement of a site sign, at the start of construction, which recognizes federal and provincial participation in the project. The sign, to be provided by the Applicant using specifications provided by the Infrastructure Secretariat, shall be erected by the Applicant on or near the project site, using a solid backing made of plywood, press wood or similar materials. The sign must be in a highly visible location where it can be easily seen by passing traffic and not be overshadowed by other signs. It shall be maintained in place for a period of twelve months after project completion and then removed by the Applicant and a permanent plaque, where feasible, to be provided by the Secretariat may be placed by the Applicant in a visible location inside the facility.

5.9 A Communications Officer with the Canada-Nova Scotia Infrastructure Secretariat will be available to assist in fulfilling the public information requirements of Section 5.

## 6 Default

a) The following constitutes Events of Default:

- i) The Applicant becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- ii) An order is made or resolution passed for the winding up of the Applicant, or the Applicant is dissolved;
- iii) In the opinion of the Canada and Nova Scotia the Applicant ceases to carry on business;

- iv) The Applicant has submitted false or misleading information or has not provided Canada and Nova Scotia with full disclosure of all commitments, contingent liabilities or other obligations that may impact on this Project;
  - v) The Applicant is no longer entitled to the Contribution;
  - vi) The amount of the Contribution exceeds the amount to which the Applicant is entitled; and
  - vii) The Applicant has not met or satisfied a term or condition of this Agreement within thirty (30) days of being notified in writing by Canada and Nova Scotia that the said term or condition has not been met or satisfied.
- b) If an Event of Default has occurred, or in the opinion of Canada and Nova Scotia is likely to occur, Canada and Nova Scotia may, upon giving the Applicant reasonable notice, exercise either or both of the following remedies:
- i) Terminate any obligation by Canada and Nova Scotia to contribute or continue to contribute to the costs of the Project, including any obligation to pay any amount claimed prior to the date of such termination; and
  - ii) Require the Applicant to repay part or all of the Contribution forthwith to Canada and Nova Scotia and the amount is a debt due to Her Majesty in the Right of Canada and Her Majesty in the Right of Nova Scotia and may be recovered as such.

**6.2** The Applicant shall pay, in addition to any amount payable as a result of an Event of Default, interest on such amount. The interest calculated daily and compounded monthly, shall accrue commencing upon the date which, in the opinion of Canada and Nova Scotia, the Event of Default occurred. The rate of interest shall be equal to three percent (3%) higher than the Bank of Canada discount rate for the previous month.

**6.3** The Applicant must repay to Canada and Nova Scotia any amount of the contribution that exceeds the amount to which the Applicant is entitled arising from, but not limited to unexpended balance, overpayments or ineligible expenses, within 30 days of written notification by Canada and Nova Scotia. The said monies owing is a debt due to Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of Nova Scotia and may be recovered as such.

7 General

- 7.1 Any notice or correspondence to Canada and Nova Scotia, including the attached duplicate copy of this Offer/Agreement, signed by the Applicant, shall be addressed to:

Canada/Nova Scotia Infrastructure Secretariat  
c/o Service Nova Scotia and Municipal Relations  
1505 Barrington St., 14 North Maritime Centre  
PO Box 216  
Halifax, NS B3J 2M4

ATTN: Aileen Waller-Hebb, P.Eng.  
Phone: (902) 424-7414  
Fax: (902) 424-0821  
E-mail: [wallerae@gov.ns.ca](mailto:wallerae@gov.ns.ca)

- 7.2 Any notice to the Applicant with respect to this Agreement shall be effectively given if delivered or sent by letter or by tele-facsimile (postage or other charges prepaid), addressed to the Applicant at the address as given in this Agreement or other address designated in writing by the Applicant. Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by tele-facsimile shall be deemed to have been received one working day after being sent; any notice mailed shall be deemed to have been received eight calendar days after being mailed.
- 7.3 The contracting agency shall be the Province of Nova Scotia, on behalf of Canada and Nova Scotia.
- 7.4 The term of the Agreement shall be effective from the date of acceptance to March 31<sup>st</sup>, 2012.
- 7.5 No federal or former public office holder or current or former public servant, who is not in compliance with the federal Conflict of Interest and Post-Employment Code for Public Office Holders, the federal Conflict of Interest and Post Employment code for the Public Service, the Nova Scotia Code of Conduct for Members, the Nova Scotia Code of Conduct for Civil Servants or the Members and Public Employees Disclosure Act shall derive a direct benefit from this Agreement. Should an interest be acquired during the life of this Agreement that would cause a conflict of interest or seem to cause a departure from the principles of the Codes or Act, the Applicant shall declare it immediately to Canada and Nova Scotia.
- 7.6 No member of the House of Commons, the Senate of Canada or the Nova Scotia House of Assembly shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

- 7.7 Canada, Nova Scotia and the Applicant declare that nothing in this Agreement shall be construed as creating a partnership, joint venture or Agency relationship between Canada, Nova Scotia and the Applicant. The Applicant is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Canada or Nova Scotia, nor shall the Applicant make a promise, agreement or contract and incur any liability on behalf of Canada or Nova Scotia, and shall be solely responsible for any and all payments and deductions required by the applicable laws. The Recipient shall indemnify and save harmless Canada and Nova Scotia in respect of any claims arising from failure to comply with the foregoing.
- 7.8 The Applicant agrees to indemnify and save harmless Canada and Nova Scotia from and against any and all claims, damages, loss, cost and expenses, which they or either of them may incur or suffer as a result of, or arising out of, any injury to persons (including injuries resulting in death), or loss or damage to property of others alleged to be caused or suffered by reason of, or in connection with the Project.
- 7.9 The Applicant represents and warrants that any person who lobbies on its behalf to obtain this Agreement, or any benefit thereunder and who is required to be registered pursuant to the *Lobbyist Registration Act* is registered pursuant to that Act.
- 7.10 This Offer/Agreement is subject to the Canada-Nova Scotia Municipal Rural Infrastructure Fund Agreement dated November 25, 2005. In the event of a conflict between the clauses herein and the said Canada/Nova Scotia Infrastructure Fund Agreement, the latter shall prevail.
- 7.11 The acceptance of this Offer, including Schedules "A," "B," "C," and, where applicable, "D" in accordance with the terms hereof will constitute the entire Agreement between the parties hereto pursuant to the Canada-Nova Scotia Municipal Rural Infrastructure Fund.
- 7.12 This Agreement is binding on the Applicant, and its heirs, executors, administrators, successors or assignees.

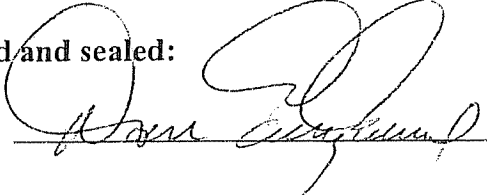


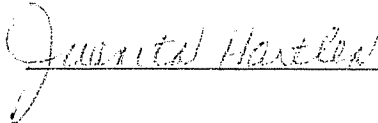
I /we accept the contribution offer of \$600,000 on behalf of Halifax Regional Municipality and I/we agree to comply with the conditions outlined in this Offer/Agreement under the Canada-Nova Scotia Municipal Rural Infrastructure Fund.

Where applicable, I/we understand and agree that all information pertaining to this letter shall remain confidential until a joint announcement is completed.

**Project Name: Halifax Urban Greenway – Phase 1**

**Project #: 05-06-0185**

Signed and sealed:  
Per: 



Per: \_\_\_\_\_  
Signature of Authorized Official(s)

\_\_\_\_\_   
Witness(es) as to Execution

Name(s): Dan English

Position(s): Chief Administrative Officer

Date: May 9 /07

MRIF

SCHEDULE "A"

STATEMENT OF WORK

**Applicant:** Halifax Regional Municipality  
**Project Name:** Halifax Urban Greenway – Phase 1  
**Project No.:** 05-06-0185

**Project Description:** To provide for the first Phase of the Halifax Urban Greenway in South End Halifax. This multi use trail will be 2 kms, and will travel along Beaufort Ave., Franklyn St. and Pinehill Dr. to Point Pleasant Park and will eventually connect to the Halifax Waterfront as part of the Trans Canada Trail.

**Commencement Date:** November 24, 2005

**Completion Date:** March 31, 2010

SCHEDULE "B"

Statement of Financial Contribution

<b>Total:</b>	\$1,091,423	<b>Eligible:</b> \$1,091,423	<b>Shareable:</b>	\$900,000
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Cash Flow

Approved Project Funding	Funding	Contribution Ratio	2006/07	2007/08	2008/09	2009/10	2010/11
Provincial/Federal	\$600,000	2/3	\$0	\$0	\$0	\$300,000	\$300,000
Municipal	\$300,000	1/3	\$0	\$150,000	\$150,000	\$0	\$0
Other	\$0	0.00%	\$0	\$0	\$0	\$0	\$0
Other	\$0	0.00%	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$900,000</b>	<b>100.00%</b>	<b>\$ 0</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$300,000</b>	<b>\$300,000</b>

**Note:** Unexpended commitments may carry forward to the subsequent fiscal year(s) subject to the other terms and conditions of this agreement.

## SCHEDULE "C"

### AUDIT REQUIREMENTS

1. The Applicant shall submit to the Canada/Nova Scotia Infrastructure Secretariat an Audit Report/Certificate prepared and signed by the external auditor of the Applicant. This certificate shall state the following:
  - a) The examination was made in accordance with generally accepted auditing standards and includes such tests as the auditor considered necessary in the circumstances;
  - b) The costs claimed were in accordance with Schedule "B" and other provisions of the Agreement, and have been recorded in accordance with generally accepted accounting principles; and
  - c) The type of costs incurred and the time frame in which the costs were incurred and paid.
2. The project audit certificate shall be accompanied by an audit report which shows:
  - a) Capital costs as capitalized in the books of the Applicant by appropriate category.
  - b) The report shall highlight:
    - i) Costs for any purchases, sub-contracts, consultant services, etc., which were provided by companies or individuals that are related in any way to the Applicant or directors or shareholders of the Applicant;
    - ii) Any findings that are not in accordance with generally accepted accounting principles;
    - iii) Any other federal funding that was received or is to be received for the costs that are being supported under the Project; and
    - iv) Eligible Project Costs, which have been incurred but not yet paid.

## SCHEDULE -D-

### ENVIRONMENTAL REQUIREMENTS *(to be forwarded to the proponent)*

*Project Name:* Construction of a Multi Use Trail

*Location:* Halifax, Nova Scotia

#### Comments

Potential impacts of this project are associated with construction and operation phase disturbances.

#### Mitigation / Environmental Protection Measures

The proponent must ensure that a copy of these "Environmental Requirements" will be readily available on site for inspection and reference purposes during the construction phase of the project, and that all contractors and their agents will be made aware of and respect the following requirements where applicable to their direct involvement in the work.

Machinery must be checked for leakage of lubricants or fuel and must be in good working order. Refuelling must be done at least 30 m from any water body. Basic petroleum spill clean-up equipment should be on-site. All spills or leaks should be promptly contained, cleaned up and reported to the 24 hour environmental emergencies reporting system (1-800-565-1633).

Work should be scheduled to avoid periods of heavy precipitation. Erosion control structures (temporary matting, geotextile filter fabric) are to be used, as appropriate, to prevent erosion and silty runoff during the construction phase. These structures are to be left in place until vegetation is re-established and/or all exposed soils are stabilized.

The exposed soil area must be minimized by limiting the area that is exposed at one time and by limiting the time that any one area is exposed. All stockpiled soil must be covered and/or dyked to prevent erosion or silty runoff from leaving the site. Wherever possible, exposed soil should be replanted or sodded to ensure soil stabilization.

All construction wastes must be recycled where possible or otherwise disposed of appropriately.

All construction equipment must be fitted with standard and well maintained noise suppression devices. Construction activities must respect appropriate time restriction and use smaller, less disturbing equipment where possible. Appropriate dust suppression methods are to be employed when required.

Exposed soils should be replanted or sodded as appropriate. Removed vegetation should be used, composted or chipped and left on site.

Visitors should be advised to use litter bins or carry their waste until they reach a proper disposal site.

The proponent must follow all best practices associated with the work being undertaken in this project.

The proponent is responsible to obtain all necessary permits, licenses and authorizations required for this proposed project. Any and all stipulations outlined by federal, provincial, or municipal authorities and/or their officers must be strictly followed. Any discrepancies must be successfully resolved before the pertinent work may begin.

## Follow-Up Requirements

Section 38(1) of the Canadian Environmental Assessment Act requires the Responsible Authority to verify environmental assessment predictions and mitigation efficacy through the conduct of a Follow Up Program. In this regard, the proponent will be expected to provide site access to ACOA and/or its delegate to perform related duties as required.